DOCUMENT RESUME

ED 056 664 HE 002 664

TITLE	Committee to Study Faculty Collective Bargaining. Interim Report.
INSTITUTION	Western Michigan Univ., Kalamazoo.
PUB DATE	9 Apr 70
NOTE	14p.; Faculty Senate Western Michigan University
EDRS PRICE	MF-$0.65 HC-$3.29
DESCRIPTORS	*Collective Bargaining; *Higher Education; *Negotiation Agreements; Teacher Employment; *Teacher Welfare; Teaching Benefits; Teaching Conditions

ABSTRACT

This report of the Faculty Senate regarding faculty collective bargaining discusses faculty professional interests, how faculty interests may be advanced, and who is available to help. The faculty interests include: (1) academic freedom; (2) professional tenure; (3) adequate compensation; (4) discrimination in employment practices; (5) fringe benefits; (6) faculty participation in institutional policymaking; (7) due process and other procedural safeguards in confrontations; (8) teaching, library, office and research space and facilitites; (9) secretarial and other subprofessional assistance; (10) support of professional travel; (11) sabbatical and other leave policy; (12) teaching load; and (13) democratic practice in departmental affairs. Faculty interests may be advanced by: (1) setting up informal channels of communication; (2) shared authority; and (3) contract or union style agreements. Organizations available to help include: the American Association of University Professors, the National Society of Professors, the Michigan Association of Higher Education, and the American Federation of Teachers. A bibliographical reference is included in an appendix of the report. (HS)

ED056664

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
OFFICE OF EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL OFFICE OF EDUCATION POSITION OR POLICY

FACULTY SENATE
Western Michigan University

Interim Report

Committee to Study Faculty Collective Bargaining

April 9, 1970

I. The Committee: Background, Composition, and Charge

Early in the Fall Semester, 1969, the subject of collective bargaining and its implication for the WMU Faculty Senate and faculty was brought to the attention of the Senate by President David Adams. The subject was discussed and deemed a worthy one for investigation because of the obvious concern that the faculty would be likely to feel for this heretofore little discussed issue. On October 22, 1969, President Adams wrote a letter to Roger Bennett, Chairman of the Senate Professional Concerns Committee, asking that Committee to assume responsibility for a joint study in cooperation with the Insurance and Salary Committee. At the November meeting of the full Senate, certain questions were raised as to the potential for objectivity of such a study, based on the wording of the request, and after debate on the floor of the Senate, the Executive Board was directed to substitute an ad hoc Committee of the Senate for the joint Committee previously envisioned. The charge to this Committee was reworded to reflect neutrality in the question.

Through a letter, dated December 15, 1969, President Adams constituted the Committee, which now submits this report, suggesting that its function should be "to conduct an impartial, factual study of the current state of professional collective bargaining in the United States in general, and in Michigan in particular," and that "the study should be restricted to a description of probable effects of bargaining on the Faculty, the Faculty Senate and the University as a whole and should avoid any recommendations or partisan evaluations."

The Board asked the following members of the faculty to serve on the Committee with John Phillips as Chairman:

Guntram Bischoff, Religion
Gene Booker, Management
James Casey, Business
Frank Jamison, Broadcasting
William Kanzler, Teacher Education
Alice Kavanaugh, Home Economics
Cameron Lambe, Teacher Education
John Phillips, English
Bill Wichers, Engineering & Technology
David Zinn, Economics

This Committee reflects a broad spectrum of interests with some members well versed in the considerations that faced the group, some with direct experience in industrial bargaining, and others who represented the more

HE 002 664

general interests of the faculty as a whole. It should be noted immediately that all approached the subject with predispositions, with a certain naivete but with a firm determination to hear out all possible sides to the complex question of professional collective bargaining. It should also be noted that Committee members have changed their posture on the subject as they have become more immersed in its intricacies. It is vital that this point be made in an attempt to underscore the pitfalls possible when one responds too quickly to this subject, particularly at an emotional level, and without first digesting as much of the somewhat meager information as is available and that relates directly to the subject of Professional Collective Bargaining in four year institutions of higher learning.

II. Committee Operations

The Committee was asked to make a report of its findings at the April 1969 meeting of the Senate. This meant that there were barely three months in which to organize, investigate, and respond taking into account the Christmas holidays and the time necessary for drafts and rewrite of the Committee report. It is the considered opinion of the Committee that this is really quite an inadequate period of time to study such a weighty question as this and that this report should be viewed only as a preliminary fact-finding effort which we would hope would be followed up periodically by more intensive investigation.

Within the period of time allotted, however, the Committee has made significant headway toward meeting the charge that it was given. The following is a brief chronology of major Committee activities:

Jan. 31 - A.A.U.P. all-day Conference on Faculty Collective Bargaining, Michigan State University. Present were about 60 representatives of Michigan Higher Education, including most of the four-year institutions. This meeting proved to be a valuable point of departure for the five Committee members present (along with an additional four WMU faculty from the local A.A.U.P. chapter). Included among those who spoke and were available for private consultation was Alfred Sumberg, A.A.U.P. expert in Collective Bargaining, John Dyer-Bennett, member of the A.A.U.P. National Council, and Bill Vincent, A.A.U.P. executive in the area of two-year colleges.

Feb. 3 - Committee meeting with guest, Mrs. Suzanne Helburn, American Federation of Teachers (AFT) organizer at San Jose State College (California), now a member of the WMU Department of Management.

Feb. 17 - Committee meeting with guest, Joe De Ment, English faculty, Oakland University, who told of his experience with the Collective Jargaining situation that is now developing on that campus under the leadership of the Oakland A.A.U.P. Chapter.

Feb. 24 - Committee Meeting with guest, Charles Belknap, now on the staff of the Michigan Association of Higher Education (MAHE), formerly faculty member at Washtenaw Community College with exprience in collective bargaining at Central Michigan University. He told of the circumstances leading to MAHE organizing that faculty.

March - Committee evaluation of all testimony, documents, and correspondence received in an attempt to define actual present involvement of higher education in collective bargaining, organizations that act as agents, and the various levels of involvement possible by faculties.

It was not possible to adequately fulfill the broader charge of the Board related to the status of collective bargaining in the United States with the limited time requirements and the even more limited availability of solid information about the national scope of such activity, but it is safe to say that with the information which we did receive through contact with such national leaders as those of the A.A.U.P., we are prepared to make some generalizations.

III. Faculty Professional Interests

One is taken with the need to define just exactly what it is that directly concerns the faculty member as he engages in his professional activities as teacher, researcher, etc. Without attempting to assign any definite order, here are some of the major areas of faculty concerns:

1. Academic freedom
2. Professional tenure
3. Adequate compensation
4. Discrimination in employment practices
5. Fringe benefits (insurance, retirement plans, etc.)
6. Faculty participation in institutional policy making
7. Due process and other procedural safeguards in confrontations
8. Teaching, library, office and research space and facilities
9. Secretarial and other sub-professional assistance
10. Support of professional travel
11. Sabbatical and other leave policy
12. Teaching load
13. Democratic practice in departmental affairs

It is obvious as one reads this list in light of the prospect of collective bargaining, that the issues quickly become quite complex. The industrial model, in which a clear distinction is made between management, which hires and fires, makes operating decisions and supervises operations, -- and labor, which performs the routine work, is not adequate. The academic setting is immediately recognizable as different from this industrial model although there is still an employer-employee relationship present on the campus. Hourly wage rates do not apply because the concept of time-clock hours vanishes and faculty involvement in hiring, firing, operating decisions and working procedures is so pervasive that the management-labor line becomes difficult to draw.

The simple fact is that without this industrial model to emulate we find it difficult to draw many clear parallels between other historically viable forms of the collective bargaining and that which is neseccary in higher education. Immediately one may point to the rapid growth of exclusive bargaining agents in the public education K-12 realm but unfortunately the history of contract negotiations in these areas speaks to few of the points in the list above. Indeed, as reluctant as one might be to recognize it, there seems to be a rather clear stratification of the educational spectrum that has direct carry-over into the nature and extent of faculty organizing activity at the various levels. Throughout our contacts with national experts, as well as those grouping independently at local levels, the committee heard such statements as "We learned what we could from the Junior College contracts that we could get our hands on but their concerns seemed to be quite different from ours." Of course, the closer two types of institutions are on the educational spectrum, the more benefit possible from patterning oneself after the other institution. For instance, junior colleges have more in common with four-year liberal arts/vocational colleges than they would with large multiversities. Likewise, it was seen that the concerns of faculty at a four-year university, such as Western, were sufficiently different from those of public school faculties to render their experiences at the bargaining tables of limited value. Furthermore, experience has shown that otherwise seasoned professional labor lawyers and negotiators require careful guidance from faculty members about academic concerns; and in the absence of that guidance, higher education contracts have been written and signed which bargained away existing rights in academic freedom, tenure, and other matters.

With the implications of the stratification of bargaining interests defined, let us go back to the listing of faculty professional interests and respond directly from the data that we have collected. It should be noted that we came into contact with situations in which contracts dealt with these issues to varying degrees, with some agreements attempting to cover all manor of issues, and some covering only the barest of "essentials." Again, in our contact with experienced parties, we were told that it was best to restrict formal negotiations only to those matters related specifically to "employee welfare" items presumably meaning wages, hours or load, and fringe benefits as they are commonly understood. The experience of those attempting to deal with other more subtle aspects of the academic environment seemed generally less than ideal.

Here, then, are some specific reflections on the major points outlined above:

1. Academic freedom - There seems to be a general reticence to attempt to define (through contract agreement) this area of concern. Only in those instances where faculty-administration communications were completely lacking was this delicate subject approached.

2. Professional tenure - The route to tenure may be more clearly defined through a contract where an articulated policy had not previously existed, and this would certainly represent an advantage for faculty members so involved. The context in which the question of tenure most frequently arose was in defining the problems of a group of faculty employees voting for an "agency shop" (that is, a campus where all faculty members must pay the union for its collective bargaining services, whether they belong or not). Recent court decisions have clearly indicated that the agency shop rule takes precedence over tenure agreements. In fact, teachers have lost their jobs in the State of Michigan for refusing to pay the agency fee. While in industry the practice is for unions to seek a union shop contract provision under which all employees are ultimately compelled to join the union, at this writing no union or agency shop provision is being sought at either Oakland or Central Michigan Universities.

3. Adequate compensation - There is no doubt that this is the most common reason for persons organizing. Of those campuses that we had direct information about, only one did not cite this as their primary reason for considering unionizing. That instance was Oakland University and their three aims, while financially related, were not specifically dealing with simple salary increases: 1) to destroy the two-part budgeting situation in which new faculty were hired with funds from those available for increasing the salaries of continuing faculty (thus perpetuating inequities), 2) work for an early salary notification system (preferably before March 1), and 3) to increase salary increments with local funds. Professor De Ment of Oakland told the committee he hoped faculties at other institutions would also organize so that a joint effort could be made to increase the total amount of state funds available for higher education in Michigan. As will be noted later in this report, the whole issue of salary level is a serious consideration for the faculty at WMU as our salary scale does not compare favorably with faculties of similar institutions in the other five leading industrial states of the country. The question becomes one of how best to rectify this situation.

4. Discrimination in employment practices - Employment policy should be nondiscriminatory. Ample evidence exists that there is discrimination against women faculty members in salary, promotion, and other conditions of employment. A recent NEA survey reports median salary for women faculty members as 16.6 percent less than that for men, all other factors being equal. Any collective bargaining agreement or other employment policy should attempt to eliminate discrimination of all kinds.

5. Fringe benefits - As with salary, this welfare item is always seen as an appropriate point to be considered in contract negotiations. The extent to which faculties have brought this point to the bargaining table is in inverse proportion to the amount of fringe benefit consideration prior to negotiation. Remarks at the East Lansing A.A.U.P. meeting indicated that it was in the area of fringe benefits that they expected collective bargaining to be most beneficial.

5. Faculty participation in institutional policy-making - Aside from the obvious issue of money, this area of concern was most strongly felt by faculties considering collective bargaining. In the clear majority of cases where unionization has taken place on a campus, there were mentions of insensitive, frequently overbearing administrations. Professor George Blackburn of Central Michigan University said, "Governance is the major concern, really." Additionally, the January A.A.U.P. conference generally agreed that "long-range budget participation by faculty is needed."

7. Due process and other procedural safeguards - This area has been written into some contracts and consciously avoided in others. Again, where faculty-administration lines of communication are open this seems to be an issue well avoided but it is just this sort of consideration that has forced other faculties to seek collective affiliation. Conventional contract grievance procedures reduce faculty responsibility for managing some of its most important areas of interest. Where opportunities for solving problems at an informal level--are eliminated, (and these informal channels are frequently cut off by labor law), the chance for misunderstanding is much greater. It is obvious that grievance procedures must exist. With many autocratic administrations, particularly in community colleges, collective bargaining has been the only means of assuring due process in employment disagreements and even minimal faculty participation in institutional governments.

(Items 8, 9, 10, and 11 are of less importance in collective bargaining situations but could be included in a contract).

12. Teaching load - Here is another employee welfare item that would normally be taken into account when formal agreement is considered. Local conditions will dictate in rather straightforward ways what might be written into such an agreement.

13. Democratic practice in departmental affairs - This is a particularly cloudy issue because the effects of collective bargaining on the democratization of departmental affairs are largely unknown and present constitutional relationships are ambiguous at best. It is not clear, for instance, if, upon introduction of collective bargaining, elected department chairmen would be forced into a management role; or if senior members of a department would forfeit their bargaining rights because they might exercise the power of hiring new faculty. The critical issue would, however, seem to be that of departmental autonomy as a keystone in the democratization of the university. There would seem to be little doubt that collective bargaining would tend to limit such autonomy. However, it should be born in mind that the democratization process, by its own inherent logic in as much as it affects the entire university, may well result in the limitation of departmental autonomy, quite apart from the issue of collective bargaining. Questions such as these must be thoroughly pondered and resolved before contract settlement can be attempted.

It should be understood that a collective bargaining agreement could include all of the interests listed above and many others in addition (witness the City University of New York agreement with its many detailed provisions which is attached as an appendix to this report). In fact, anything which the bargaining parties agree to include could be included. Even a 96 page Faculty Handbook could be incorporated by reference into a rather brief formal contract.

With this briefest look at some of the implications of collective bargaining as they relate to the felt needs of the individual faculty member, we will move to the next consideration, that of the possible avenues available to mee these needs.

IV. How May Faculty Interests be Advanced?

One must look with some trepidation at the welter of alternatives that are available toward the solution of the question posed above. Just as there now seems to be a broad range of agreements currently in force at various levels of the educational stratum, just so there are an infinite variety of shadings in answering the question of what one formalizes through collective bargaining. We find all levels of involvement, from no contract at all to an extreme on the other end where vitually all matters of serious concern related to the campus-faculty-administrative relationship are legislated in the contract. It is important to note that experimentation with less formal channels of communication and problem solving tends to be cut off through the crystalizing effect of contract agreement but administrative arbitrariness is also reduced. The point to be learned from this seems to be that one had better be sure where one wishes to operate on the scale of formalization of campus processes before he confronts the collective bargaining situation.

To make more clear the various levels of involvement, here is a listing of several major levels, again with comments reflecting information that the Committee has gleaned:

1. No Formal Arrangements - This category most closely describes the historical condition of higher education, at least superficially. Of course, the campus that does not operate under some set of ground rules, no matter how informal, is surely in deep trouble. Only in those instances where there are clear and open informal channels of communication between faculty and administration could such a scheme work, but at best the administrator must be a "benevolent dictator," a role which would surely be as uncomfortable for him as for the faculty. This alternative, then, is only as good as the campus administrative leadership. In any case, it would not seem an attractive long-range plan.

2. Shared Responsibility - (Perhaps more clearly, Shared Authority) This is roughly the posture in which the faculty at WMU now stands, though there is still need to seriously consider the further democratization of

the processes. The distinction between shared responsibilities and collective bargaining should be made clear at this point. Under the former arrangement, faculty members are considered officers of the institution and cooperate in its policy-making process with administrators and students from a position of functional equality. Collective bargaining presupposes an adversary relationship between employer and employee in which each side attempts to win as many concessions and lose as few as possible. Under a shared responsibility arrangement, lines of force are frequently less clear than one might ideally wish, but the opportunity for informal consultation in problem solving is always available and this is a facilitating factor beneficial to all parties. It is obvious that without the impact of unity that is represented by assigning a bargaining agent, a faculty may be weak as it tries to force administrative moves toward more ideal economic conditions, but it should be pointed out that there is little sound proof of the theory of union influence as it applies to four-year institutions of higher learning, the economic factors seeming to be at least as much affected by broader institutional relationships with legislatures. Unity is a necessary but not sufficient condition of bargaining power. In fact, contractual agreement between a governing board and a faculty cannot guarantee the availability of funds to implement the agreement. Article XXXII of the CUNY contract, for instance, explicitly recognizes that some provisions must be contingent upon enabling action by legislative bodies of the city and state. Where clear cut guidelines have been articulated through a faculty handbook, constitution, or bylaws, there may be little reason to consider a bargaining agent for reasons other than employee welfare. The track record of the A.A.U.P. as an effective agent in the subtle check-and-balance system of higher education is unimpeachable. A.A.U.P. preference in university government is for institutional authority shared between administrators, students, and a viable faculty senate rather than expending similar energies in developing what is, by definition, an adversary relationship.

3. (a) A.A.U.P. Style Contract Agreements - Here we see a marked distinction between this form of representation and that of the next level which emulates the industrial model. The distinction is clearly one in which a professionally oriented bargaining agency, with a clear understanding of the uniqueness of the academic setting, represents the interest of the faculty. The A.A.U.P., in the absence of shared responsibility through a viable faculty senate as described above, now serves as a collective bargaining agent on many campuses across the country and certainly has developed more background in this area than any other organization oriented to the interests of faculties in institutions of higher learning. They have, in general, been able to talk to administrations with a common language and are, of course, sensitive to the special problems that are implicit in the academic community. This type of "bargaining" is certainly less effective where hard-nosed labor union tactics seem to be necessary, but the values of common educational goals etc., would seem to offset this deficiency. It is interesting to note that the A.A.U.P. counsels against "no strike" provisions, i.e. one aspect of academic freedom is the freedom to strike.

3. (b) Union Style - Within this broad category of potential relationships there are again a wide range of practices now in force. Such organizations as the American Federation of Teachers (AFT) and The Michigan Association of Higher Education (MAHE) tend to be more oriented to the special needs of campus bargaining, but the final outcome seems to be that of a formal, adversary relationship in the majority of cases studied. Certainly the question of agency or union shop is one that should be attended to diligently! No group that we talked to or heard of in higher education recommended this as an attractive solution to problems. Individual freedom and tenure rights would, indeed, seem to be placed in serious jeopardy by the adoption of such a stipulation. The sacrifice made in adopting a conventional union situation on a campus seems to be in the area of understanding and meaningful communication. We were told, for instance, that in the California colleges faculty participation and democratic practice were quite minimal prior to their strike. After several years of experience with unionization in California, the comment was made that "Local people are better in higher education that state and national union leaders because of greater experience in higher education matters." There is little doubt that those who organized in California achieved some of the objectives that they set out to obtain, but it is also obvious that they made sacrifices in the process and most of the gains they were credited with achieving after the strike are already familiar policies at WMU.

Regardless of the differences in the role of collective bargaining between community colleges and four-year institutions, it is striking to note economic gains being reported in the community college contracts as compared to compensation improvement at WMU. Here, in 1968-69 salaries increased by an average of $767 or 7.2 percent. Among the 28 community college salary settlements reported by MAHE for 1969-70, all but two reported larger dollar increases (median about $1,200; high $2,875), and all increased by a higher percentage (median 12 percent; highs 29 and 24.9 percent).

V. Who is Available to Help?

Following the pattern of developing information from the informal to the formal or from local control to national union, let us now look specifically at the WMU situation and discuss the agencies available for representation in that light.

WMU Faculty Senate - As it is now constituted, the Faculty Senate could not act as a bargaining agent. With several members of the University administration sitting as regular voting members, the Senate could not represent the interests of the faculty. Additionally, there is the question of department heads who have been elected to Senate seats and this further clouds the issue. While it would be possible to reconstitute the Senate to specifically reflect interests of faculty alone, this would be a matter needing much study before consideration as a viable alternative.

American Association of University Professors (A.A.U.P.) - While the local chapter of the A.A.U.P. has undergone a decline in membership in recent years, it could serve as a focal point for collective bargaining on this campus as it does at many other institutions. While negotiations tend to be equally formal under A.A.U.P. leadership, the element of professionalism is present; and the benefits of understanding the academic community mentioned elsewhere in this report are in evidence. There seems to be less of an adversary relationship developed under the guise of A.A.U.P. bargaining. While striking, as such, is not recommended by A.A.U.P. experts, they do suggest less formal ways of maintaining power (such as faculty refusal to teach in the summer term, which decision does not represent a breach of contract or agreement of employment but which would establish the desired power base). In at least one instance in Michigan, it has been possible to reconcile the interests of several splinter organizing groups under the leadership of the campus A.A.U,P. chapter.

National Society of Professors (NSP) - An arm of the National Education Association. This organization is just being developed and it is impossible to properly assess its potential at this time.

Michigan Association of Higher Education (MAHE), an arm of the Michigan Education Association - MAHE is becoming more involved in collective bargaining and still maintains much of the professionalism in its bargaining. It has the backing of the large MEA organization and while their experience in organizing the public schools is of limited help, at least they are geared to consider the questions that must be dealt with. Central Michigan University chose MAHE as their bargaining agent "because of its experience and resources."

Local Union Organization (unaffiliated) - For those campuses wishing to retain local autonomy and initiative, this alternative may be an attractive one. While there are still the potentials for professional bargaining and "congenial" administrative relations, the local union tends to lack the depth and strength that other organizations derive from state or national affiliations. Additionally, the complexity of the negotiating situation places them at a disadvantage, frequently at the mercy of the Labor Mediation Board. Testimony which we heard again speaks to this point: "It is hard to find a professional negotiator who knows anything about four-year institutions." This problem is compounded by the naivete of the local negotiator.

American Federation of Teachers (AFT), affiliate of the AFL-CIO - Presently the bargaining agent elected by many public school employee groups. This trend has carried over into junior college organizing. The negotiators tend to follow the industrial model with its basic assumption that bargaining relationships must be of an adversary nature. Methods have tended to be crude and lack the professional finesse implied in higher education negotiations. They have been abundantly successful in securing welfare concessions in public school and junior college situations but have seldom been selected as the agent for faculties in four-year institutions.

Other Unions - This category is included to imply the range of other bargaining agents that are available but that stand outside of educational circles. While they should not be overlooked in any intensive survey of the question of collective bargaining agents, further mention in this report seems superfluous.

APPENDIX

1. Jibliography
2. CUNY contract

F A C U L T Y S E N A T E

WESTERN MICHIGAN UNIVERSITY

Committee for the Study of Faculty Collective Bargaining

April 9, 1970

B i b l i o g r a p h y

1. American Association of University Professors, Michigan Conference, Michigan's Public Employment Act and the State's Colleges, Ann Arbor, August, 1967, 83 pp. (multigraphed). Transcript of panel discussion by legal and legislative experts about the then new P.L. 379.

2. AAUP, Washington, "Revised Statement on Representation of Economic Interests," Nov. 3, 1969, 6 pp. (multigraphed). Official AAUP position on collective bargaining.

3. AAUP, American Council on Education and Association of Governing Boards of Universities and Colleges, "Statement on Government of Colleges and Universities," AAUP Bulletin, Winter, 1966, 14 pp. (reprint).

4. Anonymous, "The Teachers' Union vs. the Associations," College Management, February, 1969, pp. 14-17. Good general discussion centered on statements by Alfred Sumberg, AAUP, and Israel Kugler, AFT.

5. _____, "Full Text of Lecturers' Contract with CUNY," Action, United Federation of College Teachers, September, 1969, 4 pp. (reprint).

6. Askins, John, "Kids, Faculty Run College and the President Likes it," Detroit Free Press, n.d. (1970). Describes joint government at Saginaw Valley College.

7. Brown, Ralph S., "Collective Bargaining in Higher Education," Michigan Law Review, March, 1969, pp. 1067-82. Presents the AAUP preference for shared responsibility.

8. Cartter, Allan M., "The Economics of Higher Education," in Chamberlain, Neil W., ed., Contemporary Economic Issues, Homewood, 1969. Suggests that the market for academic personnel is in transition from shortages to surpluses, leading to slower rates of increase in salaries, greater selectivity in recruitment, easing of pressures for early tenure decisions, and increased interest in collective bargaining on the part of college teachers.

9. Central Michigan University Faculty Association, Courier /newsletter/, Vol. I, No's. 4 (Jan 9) and 5 (Feb. 11), 1970. Status of current collective bargaining negotiations.

10. Committee on the Study of Faculty Collective Bargaining, Western Michigan University. "Matters Governable by Collective Bargaining" (dittoed), Jan. 19, 1970. 2 pp.

11. _____, "Report on AAUP All-Day Conference on Faculty Collective Bargaining, MSU , Jan. 31, 1970," (dittoed), 6 pp.

12. _____, "Minutes, Meeting of Feb. 3, 1970" (dittoed), 2 pp. 2 pp. Digest of remarks of Mrs. Suzanne Holburn on activities of American Federation of Teachers at San Jose State College and elsewhere in California.

13. _____, "Minutes, Meeting of Feb. 17, 1970" (dittoed), 3 pp. Digest of remarks of Prof. Joe De Ment on activities of AAUP in seeking to bedome collective bargaining agent at Oakland University.

14. _____, "Minutes, Meeting of Feb. 24, 1970" (dittoed), 2 pp. Digest of remarks of Charles Belknap, Michigan Association of Higher Education official, on collectiveh bargaining activities at Central Michigan University.

15. Fortine, Alfred J., "Address to Faculty, January 8, 1970," (mimeographed), 8 pp. Speech of lawyer-trustee of Central Michigan University on collective bargaining under P.L. 379 and other alternatives.

16. Heilbron, Louis H., "Memorandum Re Collective Bargaining..." 9 pp. (mimeographed). Addressed to Board of Trustees, California State Colleges. "Management" viewpoint.

17. Herron, Russ, untitled news release from Central Michigan University Information Services dated 2/12/70. Describes CMU's employer negotiating team. 3 pp.

18. Kugler, Israel, "The Union Speaks for Itself," Educational Record, v. 49, p. 414. Presents the AFT position.

19. Larsen, C. M. "'Collective Bargaining' Issues in the California State Colleges," AAUP Bulletin, Summer, 1967, pp. 217-227.

20. McKay, James H., "Oakland University and Collective Bargaining," The Michigan AAUP Letter, Jan. 1970, p. 2. Describes and explains move toward collective bargaining by AAUP chapter in generally harmonious institutional climate.

21. Michigan Conference, AAUP, "Statement on Representation of Economic and Professional Interests," Feb. 21, 1970, 2 pp. (dittoed).

22. Rehmus, Charles M., "Collective Bargaining and the Market for Academic Personnel," Quarterly Review of Economics and Business, ~~xxxxxxxx~~ Autumn, 1966, pp. 7-14. Contrasts the "traditional" model of academic governance to the "union" model. Discusses four issues in bargaining: general wage level, internal wage structure, fringe benefits, and grievance procedures.

23. Robinson, James W., "A Note on the Wage and Employment Decision in Public Enterprises and Institutions," Quarterly Review of Economics and Business, Spring, 1967. Suggests a price theoretic approach to public sector wages and employment, using a demand curve defined by a fixed total wage bill, which is the result of a budget appropriation: The model implies that unless the appropriation is a subject of bargaining, bargaining can affect the wage structure but not the general level for a given level of employment.

24. Scriven, Michael, "Pros and Cons of Faculty Unions," College and University Council, American Federation of Teachers, San Jose, Calif. (n.d.), 4 pp. Presents case for union approach in higher education collective bargaining.

25. Scully, Malcolm G., "Women in Higher Education: Challenging the Status Quo," The Chronicle of Higher Education, Feb. 9, 1970, pp. 2-5.

26. Sumberg, Alfred D., "Statement," Jan. 21, 1969, 6 pp. (mimeographed). To Board of Trustees, California State Colleges. Presents AAUP position on shared responsibility.

27. _____, "Testimony before the Governor's Advisory Council on Public Employee Relations (Minnesota)," Jan. 21, 1970. Staff associate for AAUP, Washington, makes suggestions regarding possible state law permitting collective bargaining by public employee groups. States that freedom to strike is part of academic freedom.

28. _____, "Statement at Michigan Conference, AAUP" March 15, 1969. 15 pp. Discusses determination of need for collective bargaining, fundamental negotiating issues.

29. Susskind, Jerome A., "Teacher Strikes," Michigan State Bar Journal, Feb., 1970, pp. 28-31. Points out that "no-strike" provisions have not prevented strikes of public employees and concludes, "As the parties become more mature and grow accustomed to the philosophy of collective bargaining, and if they come to rely more on the mediation and fact-finding process when impasse is reached, it is hoped that the number of strikes in Michigan will be reduced."